

Exhibit 1224

EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS, NON-SOLICITATION AND NON-COMPETITION

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs ("Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and the compensation and other employment-related benefits provided to you, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used for Goldman Sachs' benefit only as authorized and only for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph.

b) During your employment with Goldman Sachs

c) During your employment with Goldman Sachs

(United States (39))

* A map showing the current geographic coverage by different Regional Offices (which is subject to change) is attached hereto as Exhibit A.

d) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein and or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: (if none, so state.) _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of this Agreement in addition to any other legal remedies that may be available. Any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed, except you agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

11. You acknowledge that you have read and reviewed this Agreement in its entirety, and that you have been given an opportunity to ask Goldman Sachs questions about it. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the geographical and temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

12. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

13. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

Date

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Exhibit 1225

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

1. Definitions

[REDACTED]

[REDACTED]

[REDACTED]

2. Confidential and Proprietary Information and Materials

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

3. Goodwill

a) [REDACTED]

[REDACTED]

[REDACTED]. This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED]

[REDACTED]. This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

4. Non-Solicitation

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED]

[REDACTED]. This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination,

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED]

5. Disclosure

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

6. Inventions and Intellectual Property

You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

7. Disputes/Remedies

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

[REDACTED]

[REDACTED]

b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

8. Miscellaneous

a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.

b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

Date

2015

Exhibit 1226

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

1. Definitions

[REDACTED]

[REDACTED]

[REDACTED]

2. Confidential and Proprietary Information and Materials

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

3. Goodwill

a) [REDACTED]

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

4. Non-Solicitation

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination,

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

5. Disclosure

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

6. Inventions and Intellectual Property

You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

7. Disputes/Remedies

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(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

[REDACTED]

[REDACTED]

b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

8. Miscellaneous

a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.

b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[Redacted]

[Redacted]

Print Name

[Redacted]

Date

Revised [Redacted] 10



Exhibit 1227

EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

[REDACTED]

[REDACTED]

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

16. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Print Name

Date

2008

Exhibit 1228

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS,
NON-SOLICITATION AND NON-COMPETITION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs ("Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and the compensation and other employment-related benefits provided to you, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used for Goldman Sachs' benefit only as authorized and only for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph.

b) During your employment with Goldman Sachs

c) During your employment with Goldman Sachs

* A map showing the current geographic coverage by different Regional Offices (which is subject to change) is attached hereto as Exhibit A.

d) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein and or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: (if none, so state.) [REDACTED]

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of this Agreement in addition to any other legal remedies that may be available. Any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed, except you agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

11. You acknowledge that you have read and reviewed this Agreement in its entirety, and that you have been given an opportunity to ask Goldman Sachs questions about it. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the geographical and temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

12. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

13. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

Date

Exhibit 1229

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

2010

Exhibit 1230

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS,
NON-SOLICITATION AND NON-COMPETITION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs ("Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and the compensation and other employment-related benefits provided to you, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used for Goldman Sachs' benefit only as authorized and only for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph.

b) During your employment with Goldman Sachs

c) During your employment with Goldman Sachs

(United States)

* A map showing the current geographic coverage by different Regional Offices (which is subject to change) is attached hereto as Exhibit A.

d) As additional and specific consideration [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein and or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: (if none, so state.) _____

7. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

8. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

9. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of this Agreement in addition to any other legal remedies that may be available. Any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed, except you agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

10. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the geographical and temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

11. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

12. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

13. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[Redacted Signature]

Print name

[Redacted Name]

Date

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Exhibit 1231

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

1. Definitions

[REDACTED]

[REDACTED]

[REDACTED]

2. Confidential and Proprietary Information and Materials

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

3. Goodwill

a) [REDACTED]

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

4. Non-Solicitation

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination,

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

5. Disclosure

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

6. Inventions and Intellectual Property

You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

7. Disputes/Remedies

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

8. Miscellaneous

a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.


b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.


Signature


Print Name


Date

Exhibit 1232

EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Date

07

Exhibit 1233

EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION

connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (i) with any reporter, author, producer or similar person or entity, or (b) in any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any undertaking, agreement or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: _____

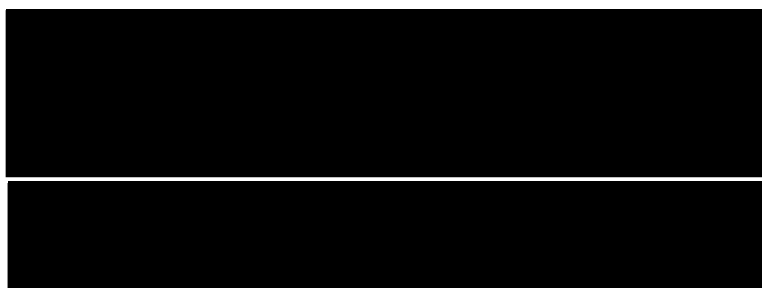
8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and, knowingly and freely, agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such other documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

3. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to its principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Date

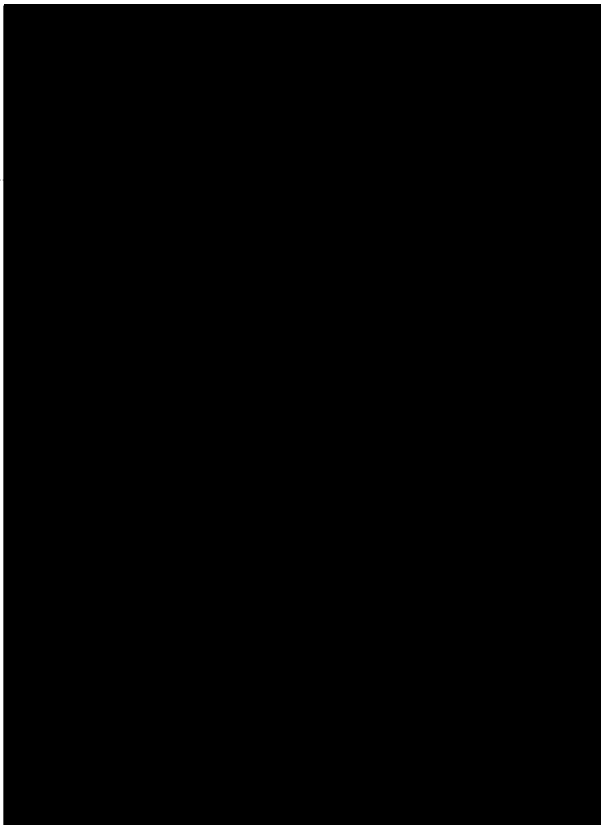
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Exhibit 1234

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

1. Definitions



2. Confidential and Proprietary Information and Materials

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

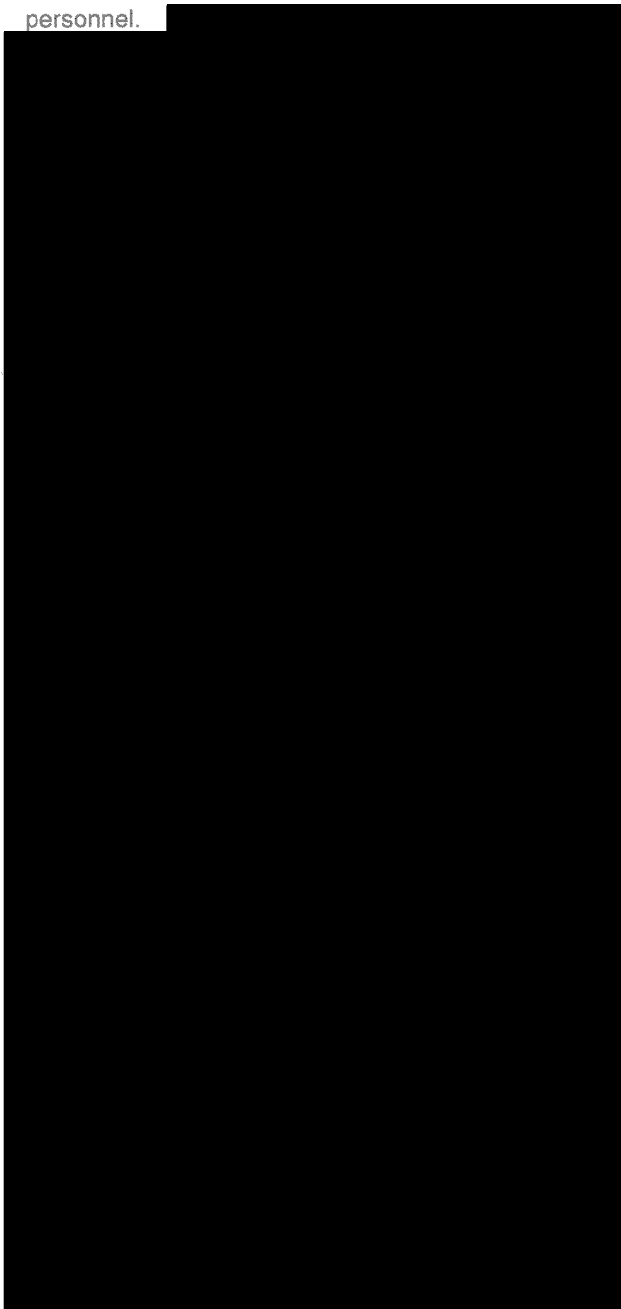
b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you, and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

3. Goodwill

a) The goodwill associated with the relationships between Goldman Sachs and its clients and prospective clients is a valuable asset of Goldman Sachs that is built and preserved through the combined services and efforts of Goldman Sachs and all of its personnel.



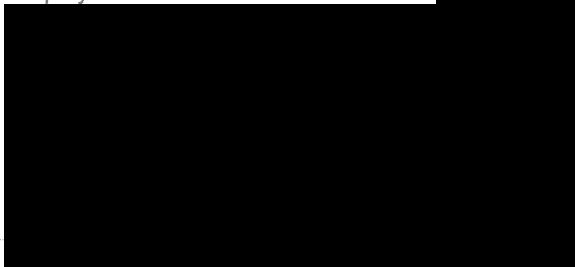
b) In consideration of Goldman Sachs' promise in section 3a above, you agree to use the resources provided by Goldman Sachs to

Revised [redacted] 15

acquire clients on behalf of Goldman Sachs, to solicit prospective clients on behalf of Goldman Sachs, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs.

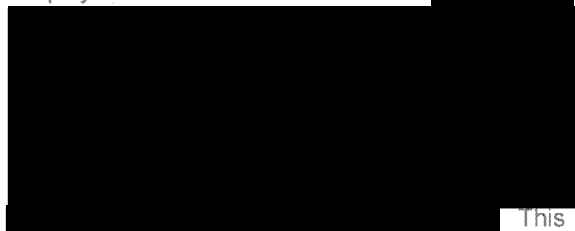
4. Non-Solicitation

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [redacted]



This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination,

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [redacted]



This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [redacted]



This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.



5. Disclosure

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment,

(a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior

employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

6. Inventions and Intellectual Property

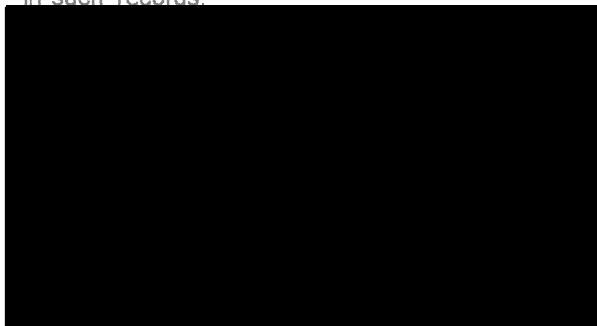
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be

issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

7. Disputes/Remedies

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have

signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

8. Miscellaneous

a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.

b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

Date

Revised

5

Exhibit 1235

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS,
NON-SOLICITATION AND NON-COMPETITION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs ("Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and the compensation and other employment-related benefits provided to you, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used for Goldman Sachs' benefit only as authorized and only for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph.

b) During your employment with Goldman Sachs

c) During your employment with Goldman Sachs

(United States 39)

A map showing the current geographic coverage by different Regional Offices (which is subject to change) is attached hereto as Exhibit A.

d) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein and or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: (if none, so state.) _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of this Agreement in addition to any other legal remedies that may be available. Any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed, except you agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

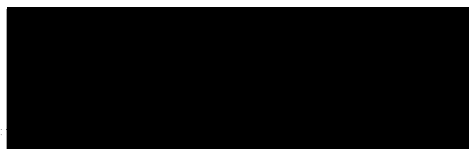
11. You acknowledge that you have read and reviewed this Agreement in its entirety, and that you have been given an opportunity to ask Goldman Sachs questions about it. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the geographical and temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

12. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

13. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.



Signature



Print Name



9/9

Date

Exhibit 1236

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

Date

09

Exhibit 1237

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS,
NON-SOLICITATION AND NON-COMPETITION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs ("Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and the compensation and other employment-related benefits provided to you, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used for Goldman Sachs' benefit only as authorized and only for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph.

b) During your employment with Goldman Sachs

c) During your employment with Goldman Sachs

* A map showing the current geographic coverage by different Regional Offices (which is subject to change) is attached hereto as Exhibit A.

d) As additional and specific consideration for [REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein and or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: (if none, so state.) _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of this Agreement in addition to any other legal remedies that may be available. Any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed, except you agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

11. You acknowledge that you have read and reviewed this Agreement in its entirety, and that you have been given an opportunity to ask Goldman Sachs questions about it. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the geographical and temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

12. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

13. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

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Exhibit 1238

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

1. Definitions

[REDACTED]

[REDACTED]

[REDACTED]

2. Confidential and Proprietary Information and Materials

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

3. Goodwill

a) [REDACTED]

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

4. Non-Solicitation

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs [REDACTED]

[REDACTED] This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

5. Disclosure

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

6. Inventions and Intellectual Property

You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

7. Disputes/Remedies

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

8. Miscellaneous

a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.

b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

Date

2015

Exhibit 1239

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

1. Definitions

[REDACTED]

[REDACTED]

[REDACTED]

2. Confidential and Proprietary Information and Materials

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

3. Goodwill

a) [REDACTED]

b) In consideration of Goldman Sachs' promise in §3a above, you agree to use the resources provided by Goldman Sachs to acquire clients, to solicit prospective clients, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs. You further agree not to misappropriate or otherwise use Goldman Sachs' goodwill for the benefit of any entity or individual other than Goldman Sachs.

4. Non-Solicitation

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs:

This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs:

This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs:

This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

d) [REDACTED]

5. Disclosure

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii)

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

6. Inventions and Intellectual Property

You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

7. Disputes/Remedies

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

8. Miscellaneous

a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.

b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]

[REDACTED]

Print Name

[REDACTED] 1/2015

Date

Revised [REDACTED] 10

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Exhibit 1240

**EMPLOYEE AGREEMENT REGARDING
PROPRIETARY INFORMATION
NON-SOLICITATION AND NON-COMPETITION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs ("Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and the compensation and other employment-related benefits provided to you, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used for Goldman Sachs' benefit only as authorized and only for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph.

b) During your employment with Goldman Sachs

c) During your employment with Goldman Sachs

* A map showing the current geographic coverage by different Regional Offices (which is subject to change) is attached hereto as Exhibit A.

d) As additional and specific consideration for [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein and or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: (if none, so state.) [REDACTED]

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement could materially and irreparably injure Goldman Sachs and its business in a manner inadequately compensable in damages, and that Goldman Sachs may seek and obtain injunctive relief against the breach or threatened breach of this Agreement in addition to any other legal remedies that may be available. Any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed, except you agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

11. You acknowledge that you have read and reviewed this Agreement in its entirety, and that you have been given an opportunity to ask Goldman Sachs questions about it. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the geographical and temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

12. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

13. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

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Exhibit 1241

EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13. This Agreement shall become effective when you sign it. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

14. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[Redacted Signature]

[Redacted Signature]

[Redacted Signature] 2009

Exhibit 1242

**EMPLOYEE AGREEMENT REGARDING ~~CONFIDENTIAL AND~~
PROPRIETARY INFORMATION AND MATERIALS,
NON-SOLICITATION AND NON-COMPETITION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs ("Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and the compensation and other employment-related benefits provided to you, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used for Goldman Sachs' benefit only as authorized and only for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent to give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation, including any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph.

b) During your employment with Goldman Sachs

c) During your employment with Goldman Sachs

(United States ■ 99)

* A map showing the current geographic coverage by different Regional Offices (which is subject to change) is attached hereto as Exhibit A.

11. You acknowledge that you have read and reviewed this Agreement in its entirety, and that you have been given an opportunity to ask Goldman Sachs questions about it. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the geographical and temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

12. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

13. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Date

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Exhibit 1243

EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND PROPRIETARY INFORMATION AND MATERIALS AND NON-SOLICITATION

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.

2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

3. a) During your employment with Goldman Sachs

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

b) During your employment with Goldman Sachs

c) As additional and specific consideration for

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of

your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11.Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12.You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

13.This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.

14.This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

16. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

Date

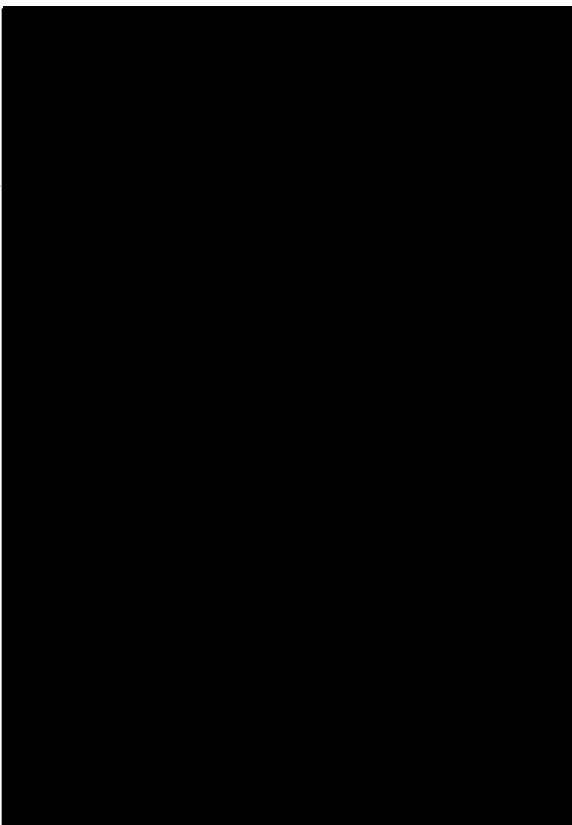
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Exhibit 1244

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

1. Definitions



2. Confidential and Proprietary Information and Materials

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

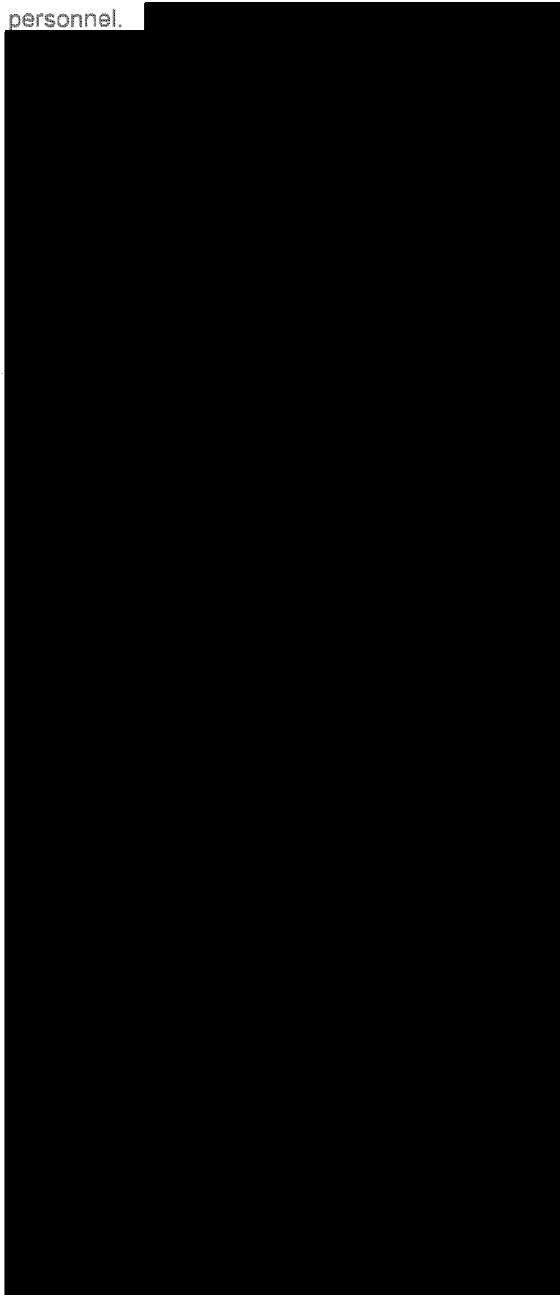
b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

3. Goodwill

a) The goodwill associated with the relationships between Goldman Sachs and its clients and prospective clients is a valuable asset of Goldman Sachs that is built and preserved through the combined services and efforts of Goldman Sachs and all of its personnel.




b) In consideration of Goldman Sachs' promise in section 3a above, you agree to use the resources provided by Goldman Sachs to

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acquire clients on behalf of Goldman Sachs, to solicit prospective clients on behalf of Goldman Sachs, to build relationships and goodwill with Goldman Sachs' clients on behalf of Goldman Sachs and to render financial services to Goldman Sachs' clients to the best of your ability on behalf of Goldman Sachs.


4. Non-Solicitation

a) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs



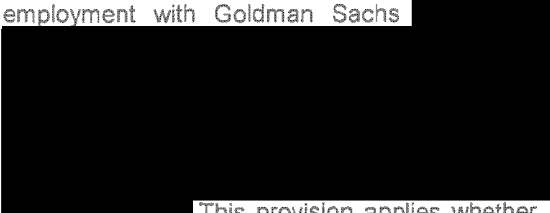
This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination,

b) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs



This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.

c) In consideration of the reciprocal promises in §3a and §3b you agree that during your employment with Goldman Sachs



This provision applies whether the termination of your employment is initiated by you or by Goldman Sachs, and irrespective of the reason for termination.



5. Disclosure

a) Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and/or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment,

(a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior

employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

6. Inventions and Intellectual Property

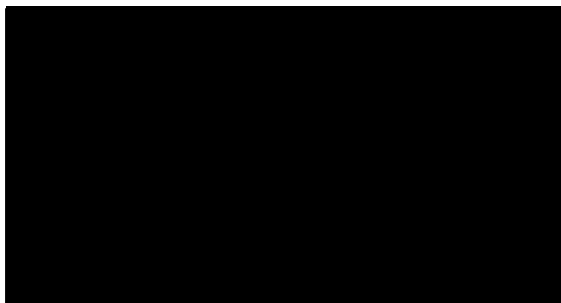
You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be

issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

7. Disputes/Remedies

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;



b) Except as otherwise provided in § 7(a), any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have

signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary. You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for provisional relief in aid of arbitration concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City. You understand and acknowledge that you are agreeing to arbitrate all claims described above in accordance with the arbitration procedure set forth in this agreement. This agreement does not include an agreement to arbitrate claims on a collective or class basis. It is explicitly agreed that, to the fullest extent permitted by applicable law, no arbitrator shall have the authority to consider class or collective claims, to order consolidation or to join different claimants or grant relief other than on an individual basis to the individual claimant involved.

8. Miscellaneous

a) You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the restrictions in §§ 2, 3, 4 and 5 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate to support such restrictions. You agree that you will execute such further documents and/or take such further steps as may be required, in the judgment of Goldman Sachs, in order to effectuate the terms of this Agreement.

b) This Agreement shall become effective when you sign it. By signing this Agreement, you agree to be legally bound to all the terms and conditions of this Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

c) In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

d) This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

Signature

Print Name

Date

Revised 1.5

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Exhibit 1245

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS AND
NON-SOLICITATION**

In connection with your candidacy for employment or any future employment by Goldman, Sachs & Co. or any of its subsidiaries or affiliates (collectively called "Goldman Sachs"), you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials"). In consideration of Goldman Sachs' considering you for employment and, in the event Goldman Sachs employs you, in consideration of that employment and as a condition precedent to your continued employment with Goldman Sachs and in consideration of other employment-related benefits provided to you, including, without limitation, the fact that Goldman Sachs will be making available to you trade secrets or proprietary information not previously made available, you agree as follows:

1. Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes intended by Goldman Sachs.
2. You will hold all Confidential and Proprietary Information and Materials in strict confidence and, except for the above authorized uses, will not, nor will you permit any agent or person under your control to use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs or to give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.
3. a) During your employment with Goldman Sachs

[REDACTED]

[REDACTED]

[REDACTED]

While employed by Goldman Sachs, you may develop business with individuals you knew or were familiar with prior to joining Goldman Sachs. In developing such business, you will be acting as a representative of Goldman Sachs and will be utilizing and benefiting from Goldman Sachs' goodwill, reputation, name recognition, and other assets and resources. You therefore agree that such people (excepting only your direct relatives) will be subject to the provisions of this paragraph 3.

- b) During your employment with Goldman Sachs [REDACTED]

[REDACTED]

- c) As additional and specific consideration for [REDACTED]

[REDACTED]

4. Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or

[REDACTED]

derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

5. Unless you have prior written authorization from Goldman Sachs, you will not publicize, disclose or allow disclosure of any information about Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, its or their business and financial affairs, personnel matters, operating procedures, organizational responsibilities, marketing matters, products and policies or procedures (including, without limitation, techniques and trading and other strategies used therein) and or any aspects of your candidacy for employment or your tenure as an employee of Goldman Sachs or of the termination of such employment, (a) with any reporter, author, producer or similar person or entity, or (b) take any other action seeking to publicize or disclose any such information in any way likely to result in such information being (i) made available to the general public in any form, including books, articles or writings of any other kind, or film, videotape, audiotape or any other medium, or (ii) used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

6. Upon termination of your employment you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

7. While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as noted below or as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

Exceptions: _____

8. You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

9. You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to, (a) any invention, discoveries, concepts, performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

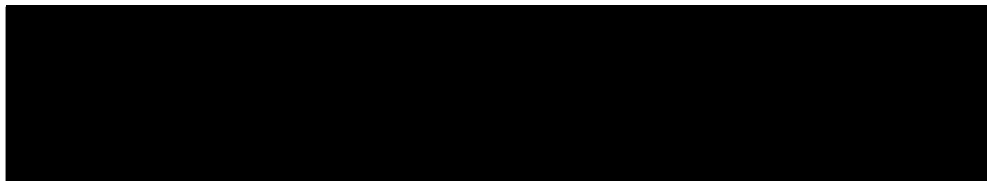
10. The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of paragraphs 1, 2, 3 or 4, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

- (a) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

[REDACTED]

[REDACTED]

[REDACTED]



You agree to submit to the jurisdiction of and agree that venue is proper in the federal and state courts located in the State of New York, New York County, in connection with any application for temporary or preliminary injunctive relief concerning the breach or threatened breach of this Agreement. You acknowledge that this choice of forum is fair and reasonable because of the substantial relationship your employment will have or has with the operational, managerial, and regulatory functions and activities affecting you which are conducted through or from Goldman Sachs' headquarters in New York City.

11. Except as otherwise provided in paragraph 10, any dispute or claim arising out of, based upon or relating in any way to this Agreement, or to your employment at Goldman Sachs or the termination of your employment, will be settled and finally determined by arbitration. Any such arbitration will be conducted in New York City before the American Arbitration Association or any other organization referred to in the arbitration provisions of any uniform application for Securities Industry Registration you have signed. You also agree that any arbitration award may be entered as a judgment in any appropriate court and that this Agreement is enforceable by the particular Goldman Sachs entity with whom you are employed as well as by an affiliate thereof as a third party beneficiary.

12. You acknowledge that you have read and reviewed this Agreement in its entirety, that you have been given an opportunity to ask Goldman Sachs questions about it, and that you have been given an opportunity to consult with an attorney or other advisor of your choice prior to entering into the Agreement. You acknowledge that you understand the terms of this document and knowingly and freely agree to abide by them. You acknowledge and agree that the temporal restrictions in paragraph 3 are reasonable under the circumstances of your employment or contemplated employment with Goldman Sachs and that the consideration to be received thereunder is adequate. You agree that you will execute such further documents and/or to take such further steps as may be required, in the judgment of Goldman Sachs, by any applicable foreign or local law in order to effectuate the terms of this Agreement.

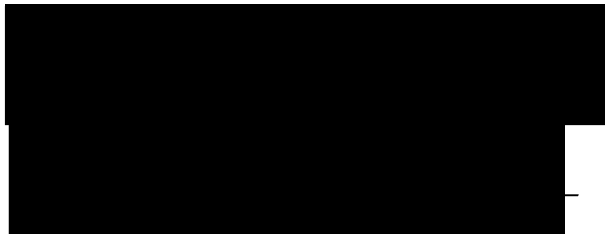
13. This Agreement shall become effective when you sign it except that, with respect to the covenants contained in paragraph 3, you have thirty days from the day you sign this Agreement to continue to review the Agreement. At any time within thirty days, you may rescind the obligations imposed on you by paragraph 3 by discontinuing your employment with Goldman Sachs. If you continue your employment with Goldman Sachs beyond thirty days, however, your continuation of employment will constitute ratification and complete acceptance of the terms of paragraph 3.



14. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without reference to the principles of conflicts of law.

15. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law and the affected provisions shall be deemed modified to the extent necessary to be valid and enforceable.

16. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes any prior agreements and understandings with respect thereto and cannot be modified, amended or waived in whole or in part, except in a writing signed by the party to be charged. The obligations set forth herein shall be in addition to, and not in derogation of, any legal or other obligations which you may have whether by statute, common law, contract or otherwise, and any other agreements or understandings that you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.




 07
Date



Exhibit 1246

**EMPLOYEE AGREEMENT REGARDING CONFIDENTIAL AND
PROPRIETARY INFORMATION AND MATERIALS
AND NON-SOLICITATION**

In consideration of your employment with Goldman, Sachs & Co. and/or its subsidiaries or affiliates (collectively "Goldman Sachs"), and in consideration of other employment-related benefits provided or to be provided to you by Goldman Sachs, including, without limitation, trade secrets or confidential or proprietary information not previously made available to you, you agree as follows:

1. Definitions

[REDACTED]

[REDACTED]

[REDACTED]

2. Confidential and Proprietary Information and Materials

a) In connection with your candidacy for employment or any future employment by Goldman Sachs you may have access to non-public or other proprietary information and materials, including but not limited to (a) the names, addresses, phone numbers, accounts and other information concerning clients and prospective clients of Goldman Sachs; (b) other information and materials describing or relating

to the business and financial affairs, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of Goldman Sachs or its partners, employees, clients or other third parties (including, without limitation, portfolio structure, tax information, investment techniques and trading strategies used in, and the performance records of, client accounts, or other investment products); and (c) information and materials concerning the personal affairs of partners or employees of Goldman Sachs (all information and materials referred to in this sentence shall constitute "Confidential and Proprietary Information and Materials").

b) Confidential and Proprietary Information and Materials shall be used only for Goldman Sachs' benefit and only as authorized and for the purposes specified by Goldman Sachs.

c) You will hold all Confidential and Proprietary Information and Materials in strict confidence. Except as authorized by Goldman Sachs, you will not directly or indirectly use, give, disclose, copy, reproduce, sell, assign, license, market or transfer Confidential and Proprietary Information and Materials to any person, firm or corporation outside Goldman Sachs. You also will not directly or indirectly give or disclose Confidential and Proprietary Information and Materials to any partner or employee of Goldman Sachs who does not have a need to know or see the Confidential and Proprietary Information and Materials. This provision applies without limitation to unauthorized writings of any kind containing such information or materials, including books and articles.

d) Upon the termination of your employment (or earlier if requested by Goldman Sachs), you will return to Goldman Sachs all originals and copies of documents and other materials, including handwritten materials and electronically stored data, containing or derived from Confidential and Proprietary Information and Materials that are in your possession or control, at or away from Goldman Sachs' premises, accompanied, if requested, by a certificate signed by you and satisfactory to Goldman Sachs to the effect that all such Confidential and Proprietary Information and Materials have been returned.

used for solicitation or marketing for any product other than a product that is solely a Goldman Sachs product.

b) Upon termination of your employment, you will not disclose or allow disclosure of financial and/or investment performance information of or concerning Goldman Sachs, its present or former partners, directors, officers, employees, agents or clients, or the portfolios, accounts, or funds it manages, in connection with the solicitation of business or marketing by or on behalf of yourself or any entity other than Goldman Sachs, with which you may become associated.

c) While employed by Goldman Sachs, you will not disclose or use without authorization any information concerning persons or entities other than Goldman Sachs that is confidential or proprietary to them, nor will you use information in any manner that would constitute a violation of any undertaking or agreement with a prior employer or other third party. Except as otherwise disclosed to Goldman Sachs in writing, you represent and warrant that you are not subject to any understanding, undertaking or agreement that would preclude your employment with Goldman Sachs or that would limit your ability to undertake particular assignments on behalf of Goldman Sachs.

d) You affirm that you have all necessary rights, authorizations and licenses to provide the services contemplated by this Agreement and otherwise in connection with your employment by Goldman Sachs, and to provide all related materials, and that the provision of such services and materials or any component thereof, and Goldman Sachs' use of concepts, materials or information provided by you, will not constitute a breach of any agreement to which you are a party, or constitute an infringement of any patent or copyright, or constitute an unauthorized use of proprietary information or trade secrets of a third party.

6. Inventions and Intellectual Property

You hereby irrevocably assign to Goldman Sachs, its successors and assigns, and Goldman Sachs shall have exclusive ownership rights, including, without limitation, all patent, copyright and trade secret rights, with respect to any work or product, including, but not limited to,

(a) any invention, discoveries, concepts,

performance record, investment technique, trading or other strategy, ideas or information, conceived by you or with which you have become familiar or worked on in the course of your employment with Goldman Sachs, and (b) all documents, data and other information of any kind including, incorporating, based upon or derived from the foregoing, including, without limitation, reports and notes prepared by you. Such work will be the property of Goldman Sachs, shall be considered a work made for hire and may not be used for any purposes other than the benefit of Goldman Sachs. Any and all such property and material containing such property shall be delivered to Goldman Sachs on request and in any event at the termination of your employment by Goldman Sachs, and no copies thereof shall be retained by you unless the prior written consent of Goldman Sachs is obtained with respect thereto. You will cooperate fully with Goldman Sachs to establish, protect or confirm Goldman Sachs' exclusive rights in such work or to enable it to transfer legal title together with any patents that may be issued. A certificate evidencing compliance with this provision shall, if requested, be provided to Goldman Sachs.

7. Disputes/Remedies

a) The obligations created by this Agreement shall survive the termination of your candidacy for employment and your employment. You acknowledge that any violation, breach or other failure on your part to comply with this Agreement will materially and irreparably injure Goldman Sachs in a manner inadequately compensable in damages and that Goldman Sachs shall be entitled to injunctive relief against the breach or threatened breach of this Agreement. In the event that you breach of any of the covenants of §§ 2,3,4 or 5, in addition to any other remedies or relief to which Goldman Sachs may be entitled, including other equitable relief and money damages, you agree and consent to the issuance of a temporary restraining order, a preliminary injunction and a permanent injunction, ordering:

(i) that you immediately return to Goldman Sachs all Confidential and Proprietary Information and Materials in any form whatsoever, at or away from Goldman Sachs' premises, and that you be enjoined from using or disclosing any information contained in such records;

you currently have or that you may hereafter have with Goldman Sachs. A waiver by Goldman Sachs of any breach by you of any provision or condition in this Agreement to be

performed by you shall not be deemed a waiver of any other provisions or conditions in this Agreement.

[REDACTED]

Print Name

[REDACTED] 2014

Date